

July 19, 2021

Ryan H. James, Esquire
1514 Lincoln Way, Suite 301-302
White Oak, PA 15131

Re: United States of America v.
Joseph H. Craft
Criminal No. 21-45

Dear Mr. James:

This letter sets forth the agreement by which your client, Joseph H. Craft, will enter a plea of guilty in the above-captioned case. The letter represents the full and complete agreement between Joseph H. Craft and the United States Attorney for the Western District of Pennsylvania. The agreement does not apply to or bind any other federal, state, or local prosecuting authority.

Upon entering a plea of guilty, Joseph H. Craft will be sentenced under the Sentencing Reform Act, 18 U.S.C. § 3551, et seq. and 28 U.S.C. § 991, et seq. The Sentencing Guidelines promulgated by the United States Sentencing Commission will be considered by the Court in imposing sentence. The facts relevant to sentencing shall be determined initially by the United States Probation Office and finally by the United States District Court by a preponderance of the evidence.

- The defendant, Joseph H. Craft, agrees to the following:
 - He will enter a plea of guilty to Count One of the Indictment at Criminal No. 21-45 charging him with violating Title 18, United States Code, Section 231(a) (3), pursuant to Rule 11 of the Federal Rules of Criminal Procedure.
 - He will pay mandatory restitution under the Victim-Witness Protection Act, 18 U.S.C. §§ 3663, 3663A and 3664, to the victims and/or other persons or parties authorized by law in such amounts, at such times, and according to such terms as the Court shall direct. The amount of restitution may not necessarily be the same as the amount of loss for the purpose of determining the offense level under the Sentencing Guidelines.
 - He agrees that restitution and any other financial obligations imposed by the Court are due and payable immediately after the judgment is entered, and subject to immediate enforcement, in full, by the United States. If the Court imposes a schedule of payments, the defendant agrees that the schedule of payments is a schedule of the minimum payments due, and that the payment schedule does not prohibit or limit the methods by which the United States may immediately enforce the judgment in full.
 - He will immediately notify the Court and the United States Attorney of any improvement in his economic circumstances that might increase his ability to

pay restitution and that occurs from the date of this agreement until the completion of his sentence, including any term of supervised release.

- At the time Joseph H. Craft enters his plea of guilty, he will deposit a special assessment of \$100.00 in the form of cash, or check or money order payable to "Clerk, U.S. District Court". In the event that sentence is not ultimately imposed, the special assessment deposit will be returned.
- Joseph H. Craft waives the right to take a direct appeal from his conviction or sentence under 28 U.S.C. § 1291 or 18 U.S.C. § 3742, subject to the following exceptions:
 - If the United States appeals from the sentence, Joseph H. Craft may take a direct appeal from the sentence.
 - If (1) the sentence exceeds the applicable statutory limits set forth in the United States Code, or (2) the sentence unreasonably exceeds the guideline range determined by the Court under the Sentencing Guidelines, Joseph H. Craft may take a direct appeal from the sentence.

Defendant further waives the right to file a motion to vacate sentence under 28 U.S.C. § 2255, attacking his conviction or sentence and the right to file any other collateral proceeding attacking his conviction or sentence.

Nothing in the foregoing waiver of appellate rights shall preclude the defendant from raising a claim of ineffective assistance of counsel in an appropriate forum, if otherwise permitted by law. The defendant understands that the government retains its right to oppose any such claim on procedural or substantive grounds.

- In consideration of and entirely contingent upon the provisions of Parts A and C of this agreement, the United States Attorney for the Western District of Pennsylvania agrees to the following:
 - The United States Attorney retains the right of allocution at the time of sentencing to advise the sentencing Court of the full nature and extent of the involvement of Joseph H. Craft in the offense charged in the Indictment and of any other matters relevant to the imposition of a fair and just sentence.
 - The United States agrees to recommend a two-level downward adjustment for acceptance of responsibility and, if applicable, pursuant to U.S.S.G. § 3E1.1(b), to move for an additional one-level adjustment. However, if at any time prior to imposition of the sentence, the defendant fails to fully satisfy the criteria set forth in U.S.S.G. § 3E1.1, or acts in a manner inconsistent with acceptance of

responsibility, the United States will not make or, if already made, will withdraw this recommendation and motion.

- The United States Attorney will take any position he deems appropriate in the course of any appeals from the sentence or in response to any post-sentence motions.
- Joseph H. Craft and the United States Attorney further understand and agree to the following:
 - The penalty that may be imposed upon Joseph H. Craft is:
 - A term of imprisonment of not more than five (5) years;
 - A fine of not more than \$250,000;
 - A term of supervised release of not more than three (3) years;
 - A special assessment under 18 U.S.C. § 3013 of \$100; and
 - Mandatory restitution under the Victim-Witness Protection Act, 18 U.S.C. §§ 3663, 3663A and 3664.
 - The Court shall determine the victims and/or other persons or parties who will receive restitution as authorized by law.
 - This agreement does not preclude the government from pursuing any civil or administrative remedies against Joseph H. Craft or his property.
 - Pursuant to the Standing Order of the United States District Court dated May 31, 2017, all plea letters shall include a sealed Supplement. The sealed Supplement to this plea letter is part of the agreement between the parties hereto.

This letter sets forth the full and complete terms and conditions of the agreement between Joseph H. Craft and the United States Attorney for the Western District of Pennsylvania, and there are no other agreements, promises, terms or conditions, express or implied.

Very truly yours,

STEPHEN R. KAUFMAN
Acting United States Attorney

I have received this letter from my attorney, Ryan H. James, Esquire, have read it and discussed it with him/her, and I understand the terms of the Agreement. I hereby accept it and


acknowledge that it fully sets forth my agreement with the Office of the United States Attorney for the Western District of Pennsylvania. I affirm that there have been no additional promises or representations made to me by any agents or officials of the United States in connection with this matter.

Witnessed by:


RYAN H. JAMES, ESQUIRE
Counsel for Joseph H. Craft

Joseph H. Craft

Date


8/1/2021